

A. G. Contract No. KR93-0289-TRN
ECS File: JPA-93-19
TRACS No.: H 2413 01C
Project: Pima Freeway
Section: Red Mountain T.I.
Phase I (Interim)
City of Tempe Contract C93-64

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TEMPE

THIS AGREEMENT is entered into 2 June, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF TEMPE, acting by and through its CITY COUNCIL (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter Section 2 to enter into this
agreement and has by resolution, a copy of which is attached
hereto and made a part hereof, resolved to enter into this
agreement and has authorized the undersigned to execute this
agreement on behalf of the City.

3. Incident to the State's construction of the Red
Mountain Traffic Interchange (T.I.), it is necessary to
relocate 249 l.f. of sanitary sewer line and 401 l.f. of 12" DIP
waterline in conflict, herein referred to as "the Project".
The current pipes are owned by the City but are located within
the State's right of way, therefore, the City has prior rights
for both pipes with no monies to be exchanged between the
parties.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>17617</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>06/02/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Wm. J. Greenhouse</u>

II. SCOPE OF WORK

1. The State will:

a. Provide the necessary labor, materials and equipment to complete the relocation of the City's facilities, as shown on Exhibit "A", attached hereto and made a part hereof.

b. Be responsible for all construction costs associated with the Project.

c. In the event it is determined during construction that a change in the Scope of Work is required, request approval from the City before proceeding, except where construction delays will result in substantial additional cost or in an emergency endangering life or property.

2. The City will:

a. Maintain the facilities as provided for in this agreement. Request a permit from the State, to make emergency repairs to said facilities, at the City's expense.

b. Review, approve and inspect installation of the facilities as work progresses.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Tempe
31 East 5th Street
Tempe, AZ 85280


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TEMPE


STATE OF ARIZONA

Department of Transportation

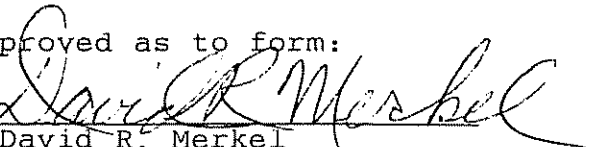
By 
Mayor Harry E. Mitchell

By 
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

Attest:

By 
Helen R. Fowler, CMC
City Clerk

Approved as to form:

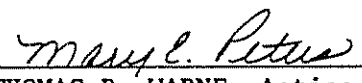
By 
David R. Merkel
City Attorney

RESOLUTION

BE IT RESOLVED on this 16th day of February 1993, that I, THOMAS R. WARNE, as acting Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of City of Tempe for the purpose of relocating 249 l.f. of sanitary sewer line and 401 l.f of 12" DIP waterline in conflict with the Red Mountain Traffic Interchange.

The current pipes are owned by the City but are located within the State's right of way, therefore, the City has prior rights for both pipes with no monies to be exchanged between the parties.

THEREFORE, authorization is hereby given to draft said Letter Addendum which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

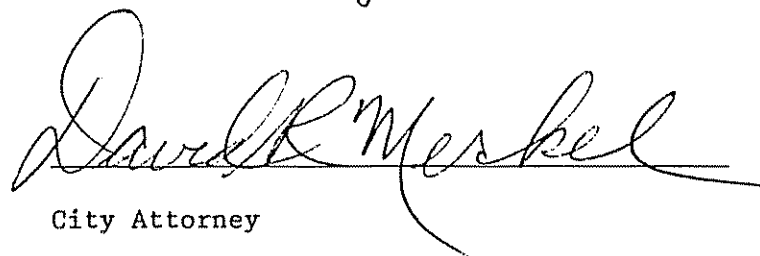

for THOMAS R. WARNE, Acting Director
Arizona Department of
Transportation

JPA 93-19

APPROVAL OF THE TEMPE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF TEMPE, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 26th day of April, 1993.


City Attorney

RESOLUTION NO. 93.22

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF TEMPE,
ARIZONA, AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH THE STATE OF ARIZONA, DEPARTMENT OF
TRANSPORTATION

* * * * *

WHEREAS, the Arizona Department of Transportation is desirous of
relocating 249 L.F. of sanitary sewer and 401 L.F. of D.I.P. waterline in
conflict with the State's construction of the Red Mountain Traffic
Interchange, and

WHEREAS, the Arizona Department of Transportation will relocate
said City facilities, provide the necessary labor, materials and equipment
and be responsible for all construction costs associated with the project,
and

WHEREAS, the City of Tempe will review, approve and inspect
installation of the facilities as work progresses, and

WHEREAS, the City of Tempe will, after completion and acceptance
of said relocations by the City, maintain the facilities and request a
permit from the State to make any necessary repairs at the City's expense.

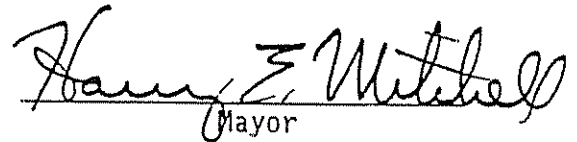
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF TEMPE, ARIZONA, as follows:

That the Mayor of the City of Tempe hereby be authorized to
execute an agreement with the Arizona Department of Transportation setting
forth the provisions and responsibilities for the relocation of 249 L.F.
of sanitary sewer and 401 L.F. of D.I.P. waterline in conflict with the
State's construction of the Red Mountain Traffic Interchange.

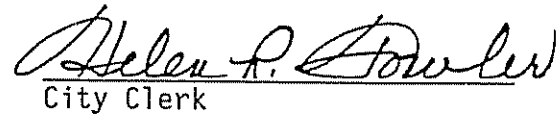
Resolution No. 93.22
Page Two

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA

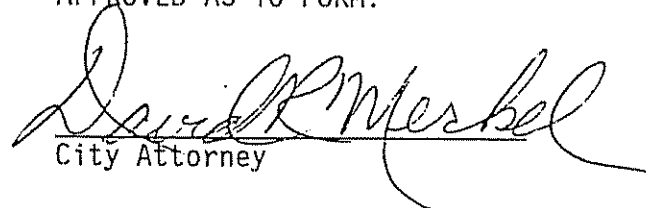
this 8th day of April, 1993.


Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

RV:11



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-0289-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 14th day of May, 1993.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

7969G/86

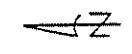
DATE RECEIVED

MAY 11 1993

**CONSTRUCTION
ANALYSIS SERVICES**

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ	RAM 600-4-518	245	245	

IOIL MA 52



NOTES

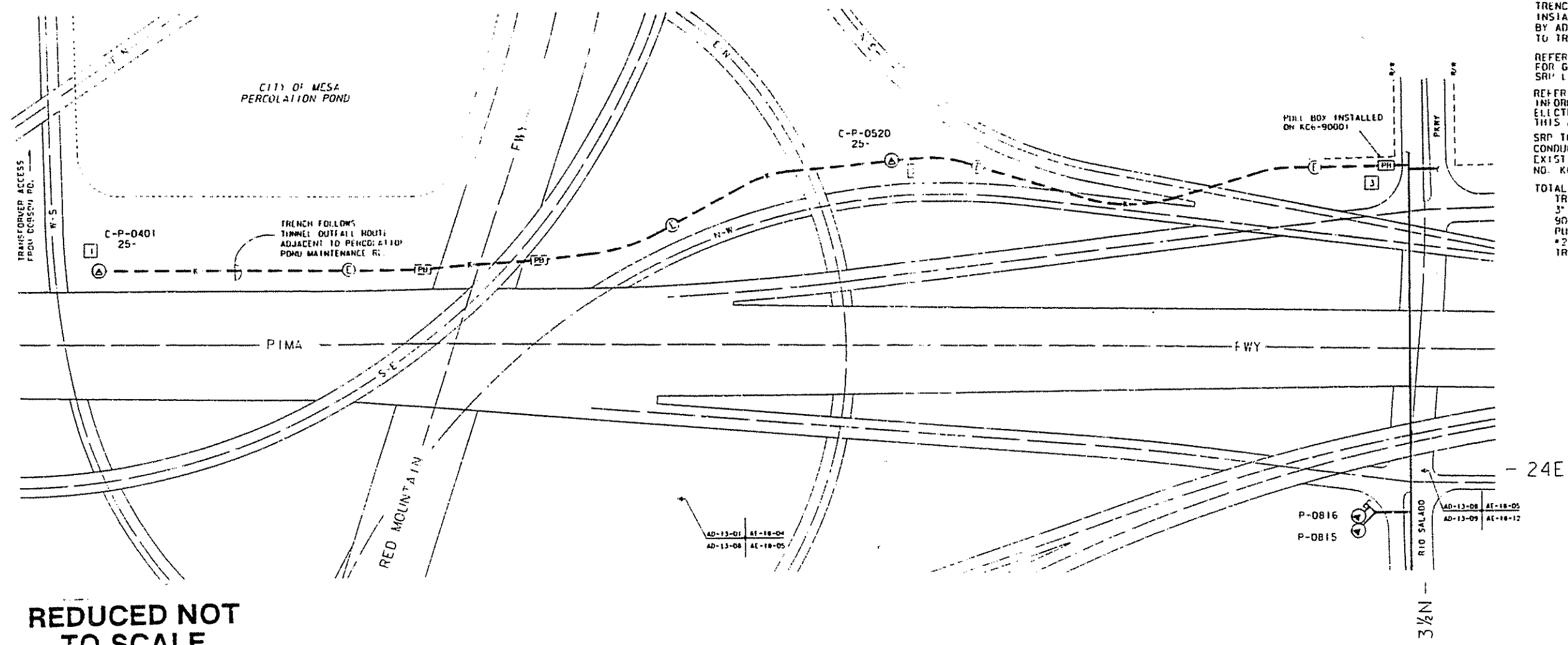
TRENCHING, BACKFILL, CONDUIT INSTALLATION AND PULL BOXES BY ADO1 FROM RIO SALADO PKWY TO TRANSFORMER LOCATIONS.

REFER TO C-1.5 (ADOT PLANS) FOR GEOMETRIC LAYOUT OF SRP LINE.

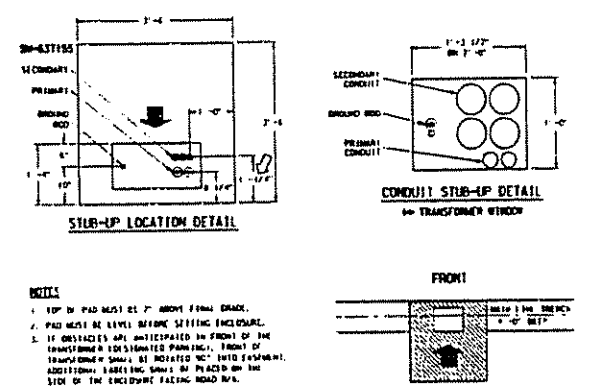
REFER TO T-9.3, 9.4 & 9.6 FOR INFORMATION ON OTHER ELECTRICAL EQUIPMENT ALONG THIS ALIGNMENT.

SRP TO SPLICE TO EXISTING CONDUCTOR PULLED INTO EXISTING PULL BOX ON JOB NO. KC6-90001.

TOTALS FOR THIS PROJECT:
 TRENCH - 2441'
 3" CONDUIT - 2429'
 90' ELLS - 3
 PULL BOXES - 2
 #2 AL. CONDUCTOR - 2441'
 TRANSFORMERS - 2

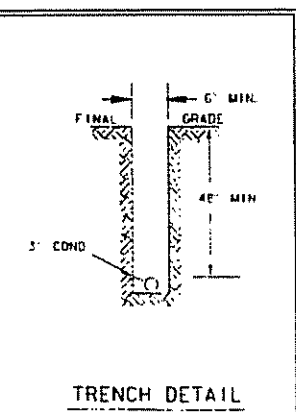
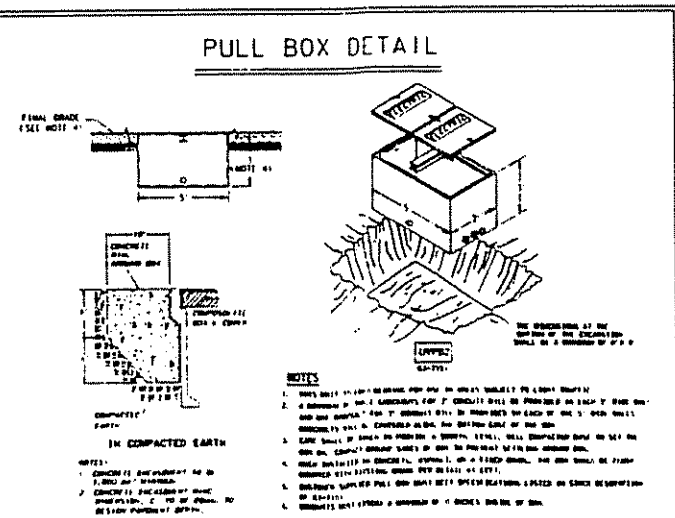


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**TRANSFORMERS STUB-UP AND LOCATION DETAILS
SINGLE PHASE PAD MOUNTED TRANSFORMER**

- CONDUIT & ENCASEMENT SPECIFICATIONS**
- For straight lengths, PVC, DB-120, 400,000 PSI minimum modulus, rated for 90 degree C cable, meeting requirements of ASTM F512, 1984 edition.
 - For elbows and fittings, EPC-40-PVC (schedule 40), rated for 90 degree C cable, meeting requirements of NEMA TC-2, 1984 edition. If the customer proposes an alternate conduit, it shall be either EPC-40-PVC (schedule 40), or EPC-80-PVC (schedule 80), as defined by NEMA TC-2, 1984 edition.
 - Pull string to be continuous fibre poly-line with 200' minimum tensile strength to be installed in all conduit runs.
 - Encasement specifications are as follows: Concrete is at least 2500 PSI. Grout is four sacks of cement to one cubic yard of sand.



TRENCH DETAIL

LEGEND

---	EXIST. TRENCH/CONDUIT	---	PROP. TRENCH/CONDUIT
(A)	EXIST. TRANSFORMER	(A)	PROP. TRANSFORMER
(PB)	EXIST. PULL BOX	(PB)	PROP. PULL BOX

JOB DESCRIPTION: PLACE UNDERGROUND ELECTRIC TO SERVE ST. LIGHTS FOR A.D.O.T. PROJECT: CONTRACT 11 PHASE 1.

Dwg No. U-2.1

TRACS NO. H2413 01 C

EXHIBIT

AE-18-05 1-1 1-2
 24C-38N
 ADOT RED MOUNTAIN 1.
 18-1N-5C 40924

KC1-7121
 1 MAR 11 236-6208
 52914 IN FENS

SALT RIVER PROJECT
 1-14-95

H.W.A. REGION	STATE	PROJECT NO	SHEET NO	TOTAL SHEETS	AS BUILT
9	ARIZ	RAM 600-1-518	243	245	
101L MA 52					

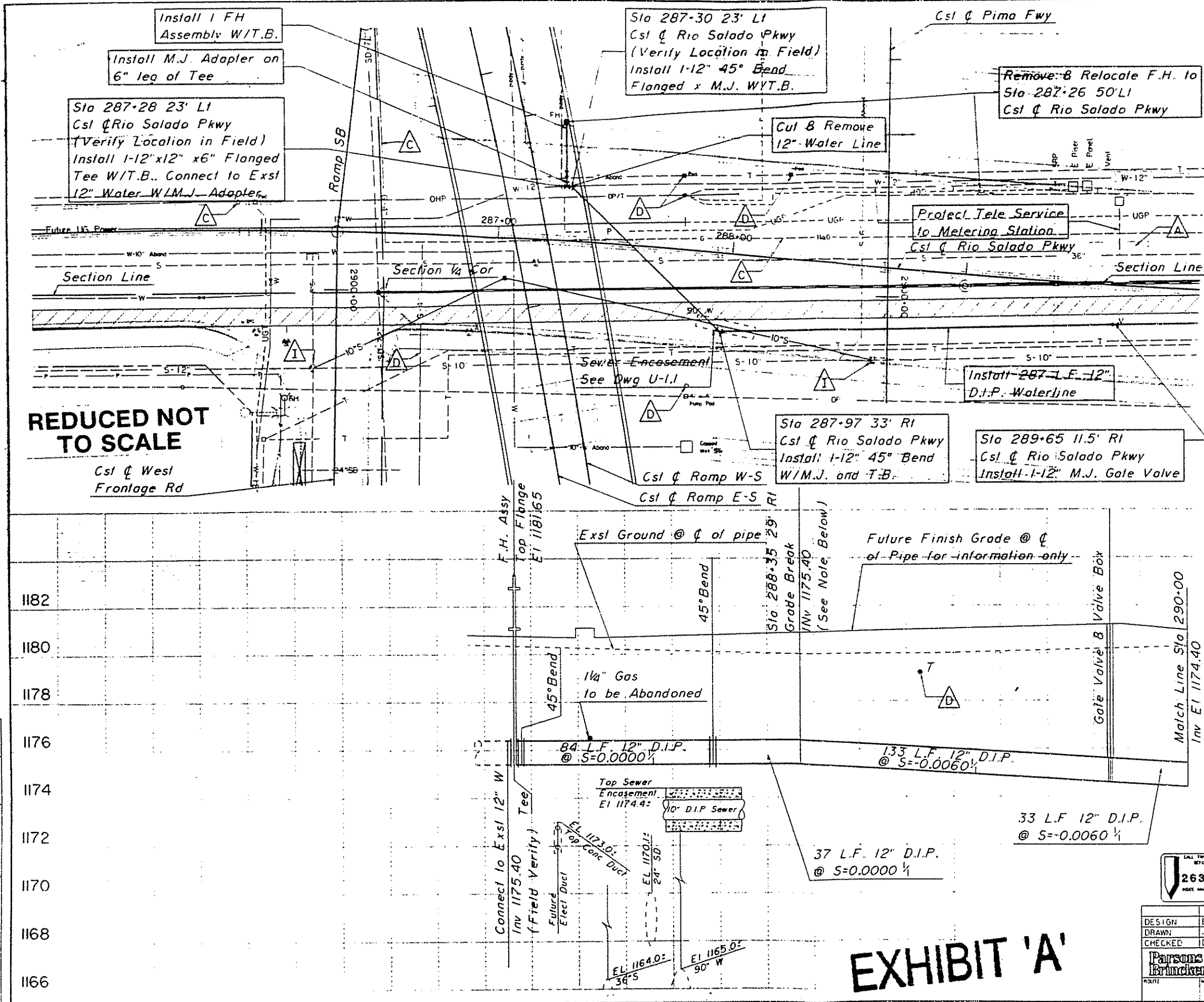
NOTES:

1. Install Thrust Blocks per ADOT Std. C-23-10, 23.15 & 23.20 at all fillings as appropriate
2. See Dwg D-1.0 for Utility Legend
3. All Fire Hydrants are to be relocated per ADOT Std C-23.60
4. All D.I.P. Water Line to be Class 52.

MATCH TO DWG U-1.3

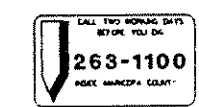


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NOTE:

Deflect Pipe Joints in Accordance with Manufacturers Recommendations to obtain Vertical Alignment.

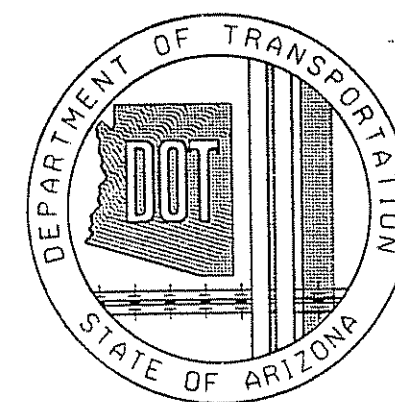


DESIGN	B. Battistello	DATE	2/93
DRAWN	J. Powell	DATE	2/93
CHECKED	D. Rogen	DATE	2/93
<div> <div> </div> <div> Parsons Brinckerhoff </div> </div>			
ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION		CITY OF TEMPE 12" WATERLINE RELOCATION	
RED MOUNTAIN TRAFFIC INT		DWG. NO. U-1.2	

EXHIBIT 'A'

F.H.R.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ	RAM 600-1-518	241	245	

101 L MA 052



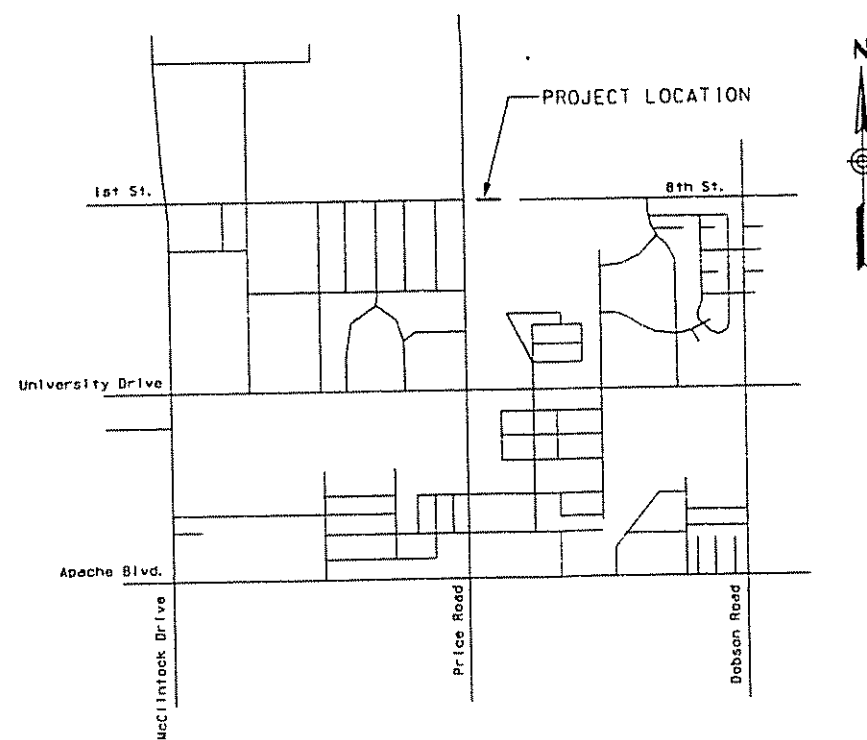
STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

CITY OF TEMPE
SANITARY SEWER RELOCATION
PIMA FREEWAY
RIO SALADO PARKWAY
MARICOPA COUNTY

RAM-600-1-518

GENERAL CONSTRUCTION NOTES:

- THE ENGINEER/ARCHITECT HAS OBTAINED THE LOCATION OF UTILITIES AT THE SITE OF WORK FROM RECORDS SUPPLIED BY THE OWNERS OF KNOWN UTILITIES IN THE VICINITY OF THE WORK. THE ENGINEER/ARCHITECT HAS NOT FIELD VERIFIED THE ACCURACY OF THESE RECORDS AND ANY PERSON OR ENTITY UTILIZING THESE PLANS AGREES THAT THE ENGINEER/ARCHITECT WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN SAID INFORMATION. ACTUAL FIELD CONDITIONS COULD, AND POSSIBLY WILL, VARY SOMEWHAT FROM THOSE SHOWN HEREIN AND AT SOME LOCATIONS THE VARIANCE COULD BE LARGE. IF A PRECISE LOCATION IS DESIRED BY THE CONTRACTOR IT SHOULD BE DETERMINED IN THE FIELD BY THE CONTRACTOR IN THE PRESENCE OF THE OWNER OF THE UTILITY OR THEIR AUTHORIZED REPRESENTATIVE. AFTER REQUIRED NOTIFICATION OF THE BLUE STAKE CENTER.
- ALL CONSTRUCTION TO BE PERFORMED ACCORDING TO ALL APPLICABLE ARIZONA DEPARTMENT OF TRANSPORTATION AND/OR MARICOPA ASSOCIATION OF GOVERNMENTS UNIFORM SPECIFICATIONS AND DETAILS INCLUDING TEMPE SUPPLEMENTS THERETO AND TEMPE BARRICADE MANUAL.
- FACILITIES WHICH ARE NOT SPECIFICALLY LOCATED WITH ACTUAL HORIZONTAL AND VERTICAL CONTROLS ARE LOCATED APPROXIMATELY AND TO THE BEST AVAILABLE INFORMATION.
- EXISTING UTILITIES AND OTHER FACILITIES HAVE BEEN PLACED ON THE PLANS FROM FIELD SURVEYS, EXISTING MAPS AND OTHER CURRENT PLANS WITHIN THE AREA OF THIS PROJECT. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND/OR ELEVATION OF EXISTING UTILITIES WHICH PERTAIN TO AND AFFECT THE CONSTRUCTION OF THIS PROJECT.
- TWO WORKING DAYS BEFORE THE CONTRACTOR EXCAVATES, HE SHALL CALL FOR BLUE STAKES. PHONE 263-1100 BLUE STAKE CENTER.
- THE CONTRACTOR SHALL SUPPORT, BRACE AND PROTECT ALL EXISTING UTILITIES WHICH HE MIGHT CROSS DURING THE COMMENCEMENT OF HIS WORK IN ACCORDANCE WITH, BUT NOT LIMITED TO ADOT STANDARD DETAILS C-22.10, C-22.15 AND 22.20. SUPPORT METHODS SHALL BE APPROVED BY THE INDIVIDUAL OWNERS OF SAID UTILITIES AND COORDINATED AND ADDITIONALLY SUBMITTED TO THE ENGINEER. PIPE SUPPORTS SHALL NOT BE A PAY ITEM.
- THE CONTRACTOR SHALL OBTAIN FROM CITY OF TEMPE PUBLIC WORKS ENGINEERING DEPARTMENT A NO FEE PERMIT PRIOR TO DOING ANY WORK ON NEW OR EXISTING WATER LINES, SEWER LINES OR STORM DRAINS.
- ALL WORKS UNDER THE PUBLIC WORKS PERMIT SHALL BE DONE IN ACCORDANCE WITH THE MARICOPA ASSOCIATION OF GOVERNMENTS UNIFORM STANDARD SPECIFICATIONS AND DETAILS (MAG SPECIFICATIONS AND DETAILS), CITY OF TEMPE SUPPLEMENT TO MAG SPECIFICATIONS AND DETAILS, AND TEMPE TRAFFIC BARRICADE MANUAL.
- THE ENGINEERING DIVISION SHALL BE NOTIFIED 24 HOURS PRIOR TO STARTING THE DIFFERENT PHASES OF CONSTRUCTION FOR SCHEDULING INSPECTIONS.
- ACCEPTANCE OF THE COMPLETED RIGHT-OF-WAY IMPROVEMENTS WILL NOT BE GIVEN UNTIL 3 MIL MYLAR REPRODUCIBLE "AS BUILTS" HAVE BEEN SUBMITTED AND APPROVED BY THE CITY OF TEMPE ENGINEERING DIVISION.
- LOCATION OF ALL WATER VALVES, MANHOLES AND CLEANOUTS MUST BE REFERENCED AT ALL TIMES DURING CONSTRUCTION AND MADE AVAILABLE TO THE WATER AND WASTEWATER DIVISIONS.
- THE CONTRACTOR WILL UNCOVER ALL EXISTING LINES BEING TIED INTO TO VERIFY THEIR LOCATION. THE CONTRACTOR WILL LOCATE, OR HAVE LOCATED, ALL EXISTING UNDERGROUND PIPELINES, TELEPHONE AND ELECTRICAL CONDUITS, AND STRUCTURES IN ADVANCE OF CONSTRUCTION AND WILL OBSERVE ALL POSSIBLE PRECAUTIONS TO AVOID DAMAGE TO SAME.
- BACKFILLING SHALL NOT BE STARTED UNTIL LINES ARE APPROVED BY THE ENGINEERING DIVISION.
- IF A BACKFLOW PREVENTION ASSEMBLY IS REQUIRED TO BE INSTALLED, THE CONTRACTOR WILL CALL THE CITY OF TEMPE ENVIRONMENTAL DIVISION AT 350-2648 FOR AN INSPECTION BEFORE BACKFILLING THE ASSEMBLY.
- A PERMIT ISSUED BY THE ENGINEERING DIVISION SHALL BE REQUIRED FOR ALL WORK IN CITY OF TEMPE RIGHT OF WAY.
- THE CITY WILL NOT PARTICIPATE IN THE COST OF CONSTRUCTION OR UTILITY RELOCATION UNLESS OTHERWISE SPECIFIED ON THESE PLANS.



VICINITY MAP

UTILITY NOTES

- THESE PLANS HAVE BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES AND WORK CONTAINED IN THESE PLANS HAS BEEN APPROVED BY THESE COMPANIES WITHIN THEIR AREA OF INTEREST. THE SIZE AND LOCATIONS, AS SHOWN, OF THE GAS, TELEPHONE AND POWER LINES, AND CONNECTIONS AGREE WITH THE INFORMATION CONTAINED IN THE UTILITY COMPANY'S RECORDS. WHERE THE WORK TO BE DONE CONFLICTS WITH ANY OF THESE UTILITIES, THE CONFLICTS SHALL BE RESOLVED AS SPECIFIED IN THE SPECIAL PROVISIONS AND/OR AS OTHERWISE NOTED ON THESE PLANS. CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORESEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.
- THE CITY WILL NOT PARTICIPATE IN THE COST OF CONSTRUCTION OR UTILITY RELOCATION.

UTILITY COMPANY APPROVALS

GERALD ARAKAKI [Signature] 3-11-93
CITY OF PHOENIX DATE

KEITH NATH [Signature] 3/11/93
CITY OF MESA DATE

CURT SAYER [Signature] 3-8-93
US WEST COMMUNICATIONS DATE

LARRY NEIL [Signature] 3-11-93
SALT RIVER POWER DISTRICT DATE

GENE FLOREZ [Signature] 3-11-93
SOUTHWEST GAS CORPORATION DATE

APPROVED

APPROVED BY: [Signature] 3/11/93
Asst. CITY ENGINEER-CITY OF TEMPE DATE

APPROVED BY: [Signature] 3/11/93
MARICOPA COUNTY HEALTH DEPT. DATE
SANITARY ENGINEER 93031

NAME	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION
P. DICKMAN	1/793	HIGHWAYS DIVISION
W. FEE	1/793	CITY OF TEMPE
B. BATTISTELLO	1/793	10' SANITARY SEWER RELOCATION
Parsons Brinckerhoff	100 YEARS	RED MOUNTAIN TRAFFIC INTERCHANGE
ROUTE	LOCATION	DWG. NO. U-1.05

REDUCED NOT
TO SCALE

EXHIBIT 'A'

TRACS NO. H 241301C

241 OF 245